

**MULTI JURISDICTIONAL MUTUAL AID  
FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of April 2008, by and between the cities of Bluffdale, Lehi, Midvale, Murray, Salt Lake City, Saratoga Springs, South Salt Lake, South Jordan, Sandy, West Jordan and West Valley; Tooele County; and the Unified Fire Authority, Park City Fire District, and South Davis Fire District.

**WITNESSETH:**

**WHEREAS**, the Parties desire to enter into an interlocal agreement for rapid fire suppression and emergency medical services that will be beneficial to all Parties and their constituents, but that will not conflict with any agreements with any Party regarding response or payment for Fire and Emergency Medical Services; and

**WHEREAS**, the Utah Interlocal Cooperation Act, (Interlocal Act) Utah Code Ann. Sections 11-13-101-et seq., Utah Code 1953, as amended, permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale. It also authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies individually; and

**WHEREAS**, The Parties are entering into this Agreement pursuant to the provisions of the Interlocal Act to provide an agreement relating to mutual aid response, use of fire fighting equipment and emergency medical personnel both within and outside the normal geographical jurisdictional limits of each Party; and

**WHEREAS**, each Party desires to cooperate with and assist the others in times of fire emergency and in incidents requiring emergency medical response;

**NOW, THEREFORE**, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The Parties declare that there is a community-wide need to provide for Mutual Aid Response for both fire fighting equipment and personnel, and emergency medical personnel, outside the normal jurisdiction of each Party. The purpose of this Agreement is to promote the health, safety and welfare of the citizens of the Parties by providing for mutual aid and by authorizing all participating municipalities to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement shall not supersede nor preclude any other agreements which are made or which shall be made by any Party to this agreement with any other party.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

3. **SERVICE AREA.** The area to be served by this Agreement includes the service area of the Parties.

4. **RESPONSE.** Upon request, the fire department of each Party agrees to respond to fires and emergency medical situations, within the geographical area of a Party to this Agreement, to the extent the Parties are willing and able. The responding Party shall, to the extent the Parties are willing and able, provide equipment and staffing based upon dispatching protocols that are set forth and agreed upon by each individual party. Each Party shall respond utilizing NFPA standards.

5. **INCIDENT COMMAND.** The fire department that first arrives to handle the initial response shall assume Incident Command and shall retain such command until relieved by an appropriate officer of the fire department within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from fire departments that are Parties to this Agreement, the same dispatching procedure shall be used.

6. **RIGHT TO DECLINE REQUEST** Responses by a responding Party under this Agreement shall be made only when the absence of fire or emergency medical personnel and/or equipment, in sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

Notwithstanding anything in this Agreement to the contrary, no liability or responsibility to respond shall attach or accrue to any Party for failing to respond to any dispatch in another jurisdiction.

7. **INSURANCE.** Each Party shall be solely responsible for providing workers' compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self insured to cover any liability and all costs of defense, including attorney's fees, arising out of rendering services under this agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. **RESPONDER'S RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE.** Equipment and personnel from responding Parties shall be released by the incident commander, when the services of the responding agency are no longer required or upon notification that the personnel and equipment of the responding agency are needed within its own jurisdictional area.

9. **Immunity.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code Annotated ("Immunity Act."). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties shall retain the same privileges and immunities from liability when responding to a request for assistance outside its

jurisdictional area, as it possesses in the performance of its duties within its own territorial jurisdiction.

10. **INDEMNIFICATION .** Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent acts or omissions which are committed by them or their agents, officials or employees. Furthermore, the Parties agree to indemnify, defend and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent acts or omissions of their own officers, employees and agents involved in providing services and equipment under the terms of this agreement. This duty to indemnify, defend and hold each other harmless includes costs or expenses in law or equity, including attorneys fees.

11. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any firefighter working outside the territorial limits of the governmental entity (where he/she is a member of a Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) shall be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits. Each such death or injury shall be considered to have occurred in the line-of-duty.

12. **NO CREATION OF SEPARATE LEGAL ENTITY; ADMINISTRATIVE JOINT BOARD.** No separate legal entity is created by the terms of this Agreement. However, to the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a governing body comprised of the fire chiefs of each of the Parties, or their designee, acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement and no fees or other charges may be assessed by said Board.

13. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement shall not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding Party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

14. **TERM; AGREEMENT TERMINATION.** This Agreement shall continue for a period of ten (10) consecutive calendar years from the date of execution hereof, and the date of execution shall be the date upon which that last Party executes this Agreement.

Notwithstanding the above, each Party reserves the right to cancel this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such cancellation to each of the other Parties.

15. **ADDITIONAL PARTIES.** Any county or municipality which has its own fire department, or any fire district, may become a party to this Agreement with a unanimous vote by the other parties. If accepted as a party to this agreement, that county, municipality or fire district must agree in writing to be bound by the terms and conditions of this Agreement.

16. **GOVERNMENTAL APPROVAL.** This Agreement shall be approved by each Party in accordance with the provisions of §11-13-202.5, Utah Code 1953, as amended.

17. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

18. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall be held invalid and shall be of no force.

19. **THIRD-PARTIES.** This Agreement is not intended and shall not be construed to benefit persons or other entities not named as a Party herein.

20. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

21. **NON ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

22. **NOTICES.** Except for “dispatching services” all notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party’s legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail, addressed to the Party at the address the Party may designate, return receipt requested. Each Party has set forth on Exhibit A their respective contact information which shall be applicable until modified in writing.

23. **EXECUTION.** Each Party agrees that each Party sign, acknowledge and have its Attorney approve their Agreement as to legality and form, separately, in the format of attached Exhibit “A” and in ten (10) originals. Upon such execution, each Party will provide all others with an original execution page.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above, which shall be the date the last Party to this Agreement executes the same.

**MULTI JURISDICTIONAL MUTUAL AID  
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**EXHIBIT “A”**

**MULTI JURISDICTIONAL MUTUAL AID  
FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT**

**SIGNATURE PAGE**

**BLUFFDALE CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Bluffdale City.

BLUFFDALE CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for Bluffdale City

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

**MULTI JURISDICTIONAL MUTUAL AID  
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**SIGNATURE PAGE**

**LEHI CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Lehi City.

LEHI CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

<b>APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW</b>
Attorney for Lehi City
By: _____
Date: _____

**MULTI JURISDICTIONAL MUTUAL AID  
FIRE AND EMERGENCY MEDICAL SERVICES  
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**SIGNATURE PAGE**

**MIDVALE CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Midvale City.

MIDVALE CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for Midvale City

By:

\_\_\_\_\_

Date:

\_\_\_\_\_



**MULTI JURISDICTIONAL MUTUAL AID  
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AGREEMENT**

**SIGNATURE PAGE**

**MURRAY CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Murray City.

MURRAY CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

<b>APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW</b>
Attorney for Murray City
By: _____
Date: _____

**MULTI JURISDICTIONAL MUTUAL AID  
FIRE AND EMERGENCY MEDICAL SERVICES  
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**SIGNATURE PAGE**

**SALT LAKE CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Salt Lake City.

SALT LAKE CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for Salt Lake City

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MULTI JURISDICTIONAL MUTUAL AID  
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AGREEMENT**

**SIGNATURE PAGE**

**SARATOGA SPRINGS**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Saratoga Springs.

SARATOGA SPRINGS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for Saratoga Springs

By: \_\_\_\_\_

Date: \_\_\_\_\_

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FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT**

**SIGNATURE PAGE**

**SOUTH SALT LAKE**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for South Salt Lake.

SOUTH SALT LAKE

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for South Salt Lake

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MULTI JURISDICTIONAL MUTUAL AID  
FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT**

**SIGNATURE PAGE**

**SOUTH JORDAN CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for South Jordan City.

SOUTH JORDAN CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for South Jordan City

By: \_\_\_\_\_

Date: \_\_\_\_\_

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AGREEMENT**

**SIGNATURE PAGE**

**SANDY CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Sandy City.

SANDY CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

<b>APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW</b>
Attorney for Sandy City
By: _____
Date: _____

**MULTI JURISDICTIONAL MUTUAL AID  
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AGREEMENT**

**SIGNATURE PAGE**

**WEST JORDAN CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for West Jordan City.

WEST JORDAN CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for West Jordan City

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MULTI JURISDICTIONAL MUTUAL AID  
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**SIGNATURE PAGE**

**WEST VALLEY CITY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for West Valley City.

WEST VALLEY CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for West Valley City

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

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Final



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AGREEMENT**

**SIGNATURE PAGE**

**TOOELE COUNTY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Tooele County.

TOOELE COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

<b>APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW</b>
Attorney for Tooele County
By: _____
Date: _____

**MULTI JURISDICTIONAL MUTUAL AID  
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**SIGNATURE PAGE**

**PARK CITY FIRE DISTRICT**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Park City Fire District.

PARK CITY FIRE DISTRICT

By : \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
AND COMPLIANCE WITH  
APPLICABLE LAW

Attorney for Park City Fire District

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MULTI JURISDICTIONAL MUTUAL AID  
FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT**

**SIGNATURE PAGE**

**SOUTH DAVIS FIRE DISTRICT**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for South Davis Fire District.

SOUTH DAVIS FIRE DISTRICT

By : \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title : \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW
Attorney for South Davis Fire District
By: _____
Date: _____

**MULTI JURISDICTIONAL MUTUAL AID  
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AGREEMENT**

**SIGNATURE PAGE**

**UNIFIED FIRE AGENCY**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for Unified Fire Agency.

UNIFIED FIRE AGENCY

By : \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title : \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW
Attorney for Unified Fire Agency
By: _____
Date: _____